

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:	§	CASE NO. 25-30155
	§	
ALLIANCE FARM AND RANCH, LLC,	§	(CHAPTER 11)
	§	
DEBTOR	§	
	§	
IN RE:	§	CASE NO. 25-31937
	§	
ALLIANCE ENERGY PARTNERS,	§	(CHAPTER 11)
LLC,	§	
	§	
DEBTOR	§	

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF OF HOWLEY LAW PLLC AS CHAPTER 11 TRUSTEE COUNSEL

Upon the application (the “***Application***”)¹ of the Chapter 11 Trustee (the “***Trustee***”) for the bankruptcy estates (the “***Estates***”) of the above-captioned debtors (“***Debtors***”) for the entry of an order (the “***Order***”) authorizing the Trustee to retain and employ Howley Law PLLC (“***Howley Law***”) as his general bankruptcy counsel effective as of May 28, 2025, as set forth in the Application; and the Court having reviewed the Application, the Declaration of Eric Terry, of Counsel to Howley Law (the “***Terry Declaration***”), and it appearing that no other or further notice of the Application is required; and it appearing that the Court has jurisdiction to consider the Application in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and it

¹ Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Application.

appearing that venue of this proceeding and the Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application, and the Terry Declaration, that Howley Law's employment is in the best interests of the Debtors' Estates and Howley Law (a) does not represent, and does not hold, any interest adverse to the Debtors or the Debtors' Estates, and (b) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and sufficient cause appearing therefore, it is HEREBY ORDERED THAT:

1. The Trustee is authorized pursuant to sections 327, 328, and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, to employ and retain Howley Law as general bankruptcy counsel for the Trustee effective May 28, 2025 in accordance with the terms and conditions set forth in the Engagement Letter attached to the Application as **Exhibit B**, as may be modified by this Order.

2. In the event of any inconsistency among the Engagement Letter, the Application, the Terry Declaration, and this Order, the terms of this Order shall govern.

3. Howley Law shall be compensated in accordance with the terms of the Engagement Letter as modified by this Order, and shall file fee applications for monthly, interim, and final allowance of compensation and reimbursement of expenses, if any, that comply with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders or procedures of this Court. For billing purposes, Howley Law shall keep its time in one tenth (1/10) hour increments. Howley Law also intends to make a reasonable effort to comply with the U.S. Trustee's requests for additional information both in connection

with the Application and the interim and final fee applications to be filed by Howley Law in these chapter 11 cases.

4. Howley Law shall provide ten business days' notice to the Debtors, the U.S. Trustee and the Trustee before any increases in the hourly rates set forth in the Application or the Engagement Letter are implemented. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

5. Notwithstanding anything to the contrary in the Application or the Terry Declaration, Howley Law shall not be entitled to reimbursement for fees and expenses in connection with any objection to its fees, without further order of the Court.

6. To the extent that Howley Law uses the services of contract attorneys in these cases, Howley Law (i) shall pass-through the cost of such contract attorneys at the same rate that Howley Law pays the contract attorneys; (ii) shall seek reimbursement for actual out-of-pocket expenses only; and (iii) shall ensure that the contract attorneys are subject to the same conflict checks and disclosures as required of Howley Law by Bankruptcy Rule 2014.

7. The Trustee and Howley Law are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application as modified by this Order.

8. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

9. Howley Law will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Howley Law will use reasonable efforts to identify such further developments and will file a supplemental declaration, as required under Bankruptcy Rule 2014(a).

10. Notwithstanding Bankruptcy Rule 6004(a), the terms and conditions of this Order shall be immediately effective and enforceable upon entry of this Order.

11. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: _____, 2025
Houston, Texas

ALFREDO R. PEREZ
UNITED STATES BANKRUPTCY JUDGE